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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 EUROLOG PACKING GROUP,
11 NORTH AMERICA, LLC, a
12 California limited liability company

13 Plaintiff,

14 v.

15 EPG INDUSTRIES, LLC, a Florida
limited liability company; GREM,
16 LLC, a Delaware limited liability
company; EUGENIO M. FERRI, an
17 individual; ALEJANDRO
STEINHÄUSER, an individual; and
18 DOES 1 through 20, inclusive,

19 Defendants.

20 AND COUNTERCLAIMS
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CASE NO. 2:18-cv-02982-VAP (JEMx)
**STIPULATED PROTECTIVE
ORDER**

1 **1. GENERAL PROVISIONS**

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation
6 may be warranted. Accordingly, the parties hereby stipulate to and petition the
7 Court to enter the following Stipulated Protective Order. The parties acknowledge
8 that this Order does not confer blanket protections on all disclosures or responses
9 to discovery and that the protection it affords from public disclosure and use
10 extends only to the limited information or items that are entitled to confidential
11 treatment under the applicable legal principles.

12 **B. GOOD CAUSE STATEMENT**

13 This action is likely to involve trade secrets, customer and pricing lists and
14 other valuable research, development, commercial, financial, technical and/or
15 proprietary information for which special protection from public disclosure and
16 from use for any purpose other than prosecution of this action is warranted. Such
17 confidential and proprietary materials and information consist of, among other
18 things, customer lists and information, including customer contact and sales
19 information subject to trade secret protection, confidential business or financial
20 information, information regarding confidential business practices, or other
21 confidential research, development, or commercial information (including
22 information implicating privacy rights of third parties), information otherwise
23 generally unavailable to the public, or which may be privileged or otherwise
24 protected from disclosure under state or federal statutes, court rules, case decisions,
25 or common law. Accordingly, to expedite the flow of information, to facilitate the
26 prompt resolution of disputes over confidentiality of discovery materials, to
27 adequately protect information the parties are entitled to keep confidential, to ensure
28 that the parties are permitted reasonable necessary uses of such material in

1 preparation for and in the conduct of trial, to address their handling at the end of the
2 litigation, and serve the ends of justice, a protective order for such information is
3 justified in this matter. It is the intent of the parties that information will not be
4 designated as confidential for tactical reasons and that nothing be so designated
5 without a good faith belief that it has been maintained in a confidential, non-public
6 manner, and there is good cause why it should not be part of the public record of
7 this case.

8 Heightened confidentiality provisions for certain sensitive competitive
9 information is further justified here because the parties are direct competitors with
10 each other in the same market, and any competitive information of one party
11 disclosed to the other party would provide an unfair competitive advantage.

12 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
13 SEAL

14 The parties further acknowledge, as set forth in Section 12.3, below, that this
15 Stipulated Protective Order does not entitle them to file confidential information
16 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
17 and the standards that will be applied when a party seeks permission from the court
18 to file material under seal.

19 There is a strong presumption that the public has a right of access to judicial
20 proceedings and records in civil cases. In connection with non-dispositive motions,
21 good cause must be shown to support a filing under seal. *Kamakana v. City and*
22 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
23 *Corp.*, 307 F.3d 1206, 1210–1211 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics,*
24 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
25 require good cause showing), and a specific showing of good cause or compelling
26 reasons with proper evidentiary support and legal justification, must be made with
27 respect to Protected Material that a party seeks to file under seal. The parties' mere
28 designation of Disclosure or Discovery Material as Protected Material does not—

1 without the submission of competent evidence by declaration, establishing that the
2 material sought to be filed under seal qualifies as confidential, privileged, or
3 otherwise protectable—constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial,
5 then compelling reasons, not only good cause, for the sealing must be shown, and
6 the relief sought shall be narrowly tailored to serve the specific interest to be
7 protected. *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677–679 (9th Cir.
8 2010). For each item or type of information, document, or thing sought to be filed
9 or introduced under seal in connection with a dispositive motion or trial, the party
10 seeking protection must articulate compelling reasons, supported by specific facts
11 and legal justification, for the requested sealing order. Again, competent evidence
12 supporting the application to file documents under seal must be provided by
13 declaration.

14 Any document that is not confidential, privileged, or otherwise protectable
15 in its entirety will not be filed under seal if the confidential portions can be redacted.
16 If documents can be redacted, then a redacted version for public viewing, omitting
17 only the confidential, privileged, or otherwise protectable portions of the document,
18 shall be filed. Any application that seeks to file documents under seal in their
19 entirety should include an explanation of why redaction is not feasible.

20 **2. DEFINITIONS**

21 2.1 Action: *Eurolog Packing Group North America, LLC v. EPG*
22 *Industries, LLC, et al.* U.S. District Court for the Central District of California Case
23 No. 2:18-cv-02982.

24 2.2 Challenging Party: a Party or Non-Party that challenges the
25 designation of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
27 how it is generated, stored or maintained) or tangible things that qualify for
28 protection under Federal Rule of Civil Procedure 26(c), and as specified above in

1 the Good Cause Statement.

2 2.4 Confidentiality Legend: a clear, legible, and unequivocal indication
3 written or otherwise placed on any Disclosure or Discovery Material designated as
4 Confidential Material and reading “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL–ATTORNEYS’ EYES ONLY” as appropriate for the applicable
6 confidentiality designation.

7 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.6 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES
12 ONLY.”

13 2.7 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.8 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 2.9 “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY”
21 Information or Items: information (regardless of how it is generated, stored or
22 maintained) or tangible things that qualify for protection under Federal Rule of Civil
23 Procedure 26(c), and require heightened protection for sensitive competitive
24 information as specified above in the Good Cause Statement.

25 2.10 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.

28 2.11 Non-Party: any natural person, partnership, corporation, association or

other legal entity not named as a Party to this action.

2.12 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

2.13 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.15 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

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4. DURATION

Once a case proceeds to trial, information that was designated as Protected Material or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *Kamakana*, 447 F.3d at 1180–1181 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated with a Confidentiality Legend before
5 the material is disclosed or produced.

6 Designation in conformity with this Order requires:

- 7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or
9 trial proceedings), that the Producing Party affix at a minimum,
10 applicable Confidentiality Legend to each page that contains protected
11 material. If only a portion of the material on a page qualifies for
12 protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available
15 for inspection need not designate them for protection until after the
16 inspecting Party has indicated which documents it would like copied
17 and produced. During the inspection and before the designation, all of
18 the material made available for inspection shall be deemed designated
19 “CONFIDENTIAL.” After the inspecting Party has identified the
20 documents it wants copied and produced, the Producing Party must
21 determine which documents, or portions thereof, qualify for protection
22 under this Order. Then, before producing the specified documents, the
23 Producing Party must affix the applicable Confidentiality Legend to
24 each page that contains Protected Material. If only a portion of the
25 material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (e.g., by making
27 appropriate markings in the margins).

- 28 (b) for testimony given in depositions that the Designating Party identify

the Disclosure or Discovery Material and designate the same as Confidential Material on the record, before the close of the deposition.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the applicable Confidentiality Legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 *et seq.*

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party's designation until the Court rules on the
3 challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 Basic Principles. A Receiving Party may use Protected Material that
6 is disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

- 19 (a) the Receiving Party's Outside Counsel of Record in this Action, as
20 well as employees of said Outside Counsel of Record to whom it is
21 reasonably necessary to disclose the information for this Action;
- 22 (b) the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for
24 this Action;
- 25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed
27 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 28 (d) the court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action
- 4 and who have signed the “Acknowledgment and Agreement to Be
- 5 Bound” (Exhibit A);
- 6 (g) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the
- 8 information;
- 9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 10 Action to whom disclosure is reasonably necessary provided: (1) the
- 11 deposing party requests that the witness sign the form attached as
- 12 Exhibit A hereto; and (2) they will not be permitted to keep any
- 13 Protected Material, unless otherwise agreed by the Designating Party
- 14 or ordered by the court. Pages of transcribed deposition testimony or
- 15 exhibits to depositions that reveal Protected Material may be
- 16 separately bound by the court reporter and may not be disclosed to
- 17 anyone except as permitted under this Stipulated Protective Order; and
- 18 (i) any mediator or settlement officer, and their supporting personnel,
- 19 mutually agreed upon by any of the parties engaged in settlement
- 20 discussions.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES

22 ONLY” Information or Items. Unless otherwise ordered by the court or permitted

23 in writing by the Designating Party, a Receiving Party may disclose any information

24 or item designated “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY”

25 only to:

- 26 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
- 27 well as employees of said Outside Counsel of Record to whom it is
- 28 reasonably necessary to disclose the information for this Action;

- 1 (b) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
4 (c) the court and its personnel;
5 (d) court reporters and their staff;
6 (e) professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action
8 and who have signed the “Acknowledgment and Agreement to Be
9 Bound” (Exhibit A);
10 (f) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the
12 information;
13 (g) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the
15 deposing party requests that the witness sign the form attached as
16 Exhibit A hereto; and (2) they will not be permitted to keep any
17 Protected Material, unless otherwise agreed by the Designating Party
18 or ordered by the court. Pages of transcribed deposition testimony or
19 exhibits to depositions that reveal Protected Material may be
20 separately bound by the court reporter and may not be disclosed to
21 anyone except as permitted under this Stipulated Protective Order; and
22 (h) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement
24 discussions.

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
26 **PRODUCED IN OTHER LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation
28 that compels disclosure of any Protected Material, that Party must:

- 1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;
- 3 (b) promptly notify in writing the party who caused the subpoena or order
4 to issue in the other litigation that some or all of the material covered
5 by the subpoena or order is subject to this Protective Order. Such
6 notification shall include a copy of this Protective Order; and
- 7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be
9 affected. If the Designating Party timely seeks a protective order, the
10 Party served with the subpoena or court order shall not produce any
11 Protected Material before a determination by the court from which the
12 subpoena or order issued, unless the Party has obtained the
13 Designating Party's permission. The Designating Party shall bear the
14 burden and expense of seeking protection in that court of its
15 confidential material and nothing in these provisions should be
16 construed as authorizing or encouraging a Receiving Party in this
17 Action to disobey a lawful directive from another court.

18 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 9.1 The terms of this Order are applicable to information produced by a
21 Non-Party in this Action and designated with a Confidentiality Legend or similar
22 indication of confidentiality. Such information produced by Non-Parties in
23 connection with this litigation is protected by the remedies and relief provided by
24 this Order. Nothing in these provisions should be construed as prohibiting a Non-
25 Party from seeking additional protections.

26 9.2 In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party's confidential information in its possession, and the Party is
28 subject to an agreement with the Non-Party not to produce the Non-Party's

confidential information, then the Party shall:

- (a) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (b) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) make the information requested available for inspection by the Non-Party, if requested.

9.3 If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately:

- 1) notify in writing the Designating Party of the unauthorized disclosures;
- 2) use its best efforts to retrieve all unauthorized copies of the Protected Material;
- 3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and
- 4) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
7 procedure may be established in an e-discovery order that provides for production
8 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
9 (e), insofar as the parties reach an agreement on the effect of disclosure of a
10 communication or information covered by the attorney-client privilege or work
11 product protection, the parties may incorporate their agreement in the stipulated
12 protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Protective Order. Similarly, no Party waives any right to object on any ground to
20 use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Local Civil Rule 79-5. Protected Material
23 may only be filed under seal pursuant to a court order authorizing the sealing of the
24 specific Protected Material at issue. If a Party's request to file Protected Material
25 under seal is denied by the court, then the Receiving Party may file the information
26 in the public record unless otherwise instructed by the court.

27 **13. FINAL DISPOSITION**

28 After the final disposition of this Action, as defined in paragraph 4, within

60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Outside Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

///

[SIGNATURES ON FOLLOWING PAGE]

1 I attest that all other signatories listed, and whose behalf this stipulation is
2 submitted, concur with the stipulations content and have authorized the filing of this
3 stipulation.

4
5 DATED: March 6, 2019

JOSHUA R. FURMAN LAW CORP.

6
7 By: /s/ *Joshua R. Furman*
8 JOSHUA R. FURMAN
9 *Attorney for Defendants,*
10 EPG INDUSTRIES, LLC &
GREM, LLC

11
12 DATED: March 6, 2019

TESSER GROSSMAN LLP

13
14 By: /s/ *Brandon M. Tesser*
15 BRANDON M. TESSER
16 *Attorneys for Plaintiff,*
17 EUROLOG PACKING GROUP,
NORTH AMERICA

18
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20
21 DATED: March 8, 2019

/s/ - John E. McDermott
22 Hon. John E. McDermott
23 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *Eurolog
Packing Group North America, LLC v. EPG Industries, LLC, et al.* U.S. District
Court for the Central District of California Case No. 2:18-cv-02982.

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____